

Panaji, 15th March, 1984 (Phalguna 25, 1905)

SERIES II No. 50

OFFICIAL



GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN
AND DIU

Works, Education and Tourism Department

Order

No. 3/91/72/LSG (part. III)/WET/84

In partial modification of Govt. Order No. 3-9-72-LSG/Part III/WET/84 dated 28-2-84 Shri E. B. S. Kossambe, Assistant Engineer, P.W.D., presently on deputation as Municipal Engineer to Mormugao Municipal Council is hereby appointed as Executive Engineer in the scale of Rs. 1100-1600 in Soil Conservation Division of Directorate of Agriculture, Panaji-Goa on deputation as per the standard terms of deputation with immediate effect, initially for a period of two years.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 6th March, 1984.

Order

No. 3-91-72-LSG(Part III) WET/84

Shri E. B. S. Kossambe, Assistant Engineer, P.W.D. presently on deputation as Municipal Engineer to Mormugao Municipal Council is hereby appointed as Executive Engineer in the scale of Rs. 1100-1600/- in Rural Development Agency, Panaji-Goa on deputation on the standard terms of deputation with immediate effect, initially for a period of two years.

By order and in the name of the Administrator of Goa, Daman and Diu.

Sd/-

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 28th February, 1984.

Order

No. 16-11-78-WET

Read: — 1. Government Order No. EDN/PWD/4322/74 dated 21-11-77.

2. Government Order No. 16-11-78-WET dated 16-1-81.

In supersession of the Government Orders quoted above the Government is pleased to reconstitute the Advisory Committee for the College of Engineering, Goa with the following members:—

1. Shri Vasantrao S. Dempo, Dempo House, Panaji-Goa — Chairman.

2. Shri R. Kapoor, Vice President Commercial Zuari Agro Chemicals, Zuarinagar-403726 — Member.
3. M. S. Talaulikar, The President of Mine Owners Association, Panaji — Member
4. The Finance Secretary Government of Goa, Daman and Diu, Secretariat, Panaji — Member.
5. Shri P. S. Angle, Vice-President Goa Chamber of Commerce, Panaji-Goa — Member.
6. Prof. N. S. V. Rao (V.J.T.I.) 8 A/40, Green Field, Swami Vivekananda Road, Santacruz, Bombay — Member.
7. Dr. S. K. Kulkarni (V.J.T.I.) 8 Suwas, Happy Home, Nehru Road, Vile Parle (East), Bombay-400057 — Nominee of University of Bombay.
8. Asstt. Education Adviser (Tech.) Government of India, Ministry of Education and Culture, Western Regional Office, Industrial Assurance Building, 2nd Floor, V. N. Road, Churchgate-Bombay-400020 — Nominee of University of Bombay.
9. The Chief Engineer, Public Works Department, Altinho-Panaji — Member.
10. The Director of Technical Education, Government of Goa, Daman and Diu, Panaji-Goa — Member.
11. The Principal, Goa Engineering College, Farmagudi-403405 — Member.
12. Dr. G. K. Pacholi, Professor & Head of Mechanical Engg. Department, College of Engineering, Goa, Farmagudi-403405 — Member.
13. The Chairman, Student Council, College of Engineering, Goa, Farmagudi-403405 — Member.
14. The Director of Board of Apprenticeship Training, Shri Chhatrapati Shivaji Maharaja Market Bldg., 4th Floor, Platon Road, Bombay-400001 — Member.
15. Dr. S. N. Lall, Head of Electrical Engineering Department, College of Engineering, Goa, Farmagudi-403405 — Member Secretary.

The functions of the Committee will be as follows:—

- i) To advise and recommend placement of students and staff for practical training in industry.
- ii) To assess and recommend the nature of new Course to be started at the institutions after studying the felt needs of industry in the region served by the Institution.
- iii) To advise and recommend programmes of Sandwich Based Courses in collaboration with industry;
- iv) To advise and guide the institution in matters relating to specific arrangements for placement and follow up of students for gainful occupation after completing the Courses;
- v) To solicit and recommend services of executives working in industry for part-time teaching.
- vi) To solicit and recommend problems from industry and on research, design development and consultancy work;
- vii) To examine and review the programmes offered by the institution, with a view to assessing their efficiency and usefulness;

- viii) To advise and guide the institution in matters relating to the instructional facilities, hostel facilities and recreational facilities;
- ix) To recommend suitable measures for further improving the functioning of the Institutions;
- x) To perform such other functions as may be assigned by the Council of Technical Education, Industry Liaison Board or the Department of Technical Education.

Rules of Business

- i) The Committee shall meet at least twice a year and may meet at such other times as a meeting thereof is convened by the Member Secretary. However, the Committee will be entitled to take decisions on matters through correspondence and on ordinary matters the Chairman may take a decision pending the formal approval of the Committee in the subsequent meeting.
- ii) Four Members shall form a quorum for a meeting of the Committee.
- iii) Nominated members of the Committee shall hold office for a period during which the tenure of the Committee shall last. However, a nominated person shall cease to act as a member of the Committee from the date he gets dissociated from the office or position by virtues of which he gets nominated on the Committee.

The tenure of the Committee is for three years.

The non-official members of the above Committee will be entitled to claim TA/DA for their journey performed in connection with attending the meeting as admissible to the First Grade Officers of the Government at the highest rates.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 27th February, 1984.

Forest and Agriculture Department

Order

No. 9922/83-AGR

Ex-post facto sanction is hereby accorded for the officiating appointment of Shri Oscar V. Lopes, Assistant Accounts Officer to the post of Accounts Officer in the Directorate of Agriculture in addition to his own duties for the periods from 10/8/82 to 25/11/82 and 26-4-82 to 16-8-83 in the pay scale of Rs. 840-1200. Shri Lopes shall be entitled to draw charge allowance for the above mentioned periods as provided under F. R. 49 (i).

This issues with the concurrence of the Finance Department vide their U. O. No. 9456 dated 29/12/83.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 16th February, 1984.

Corrigendum

No. 9922/83-AGR

Read: Order No. 9922/83-AGR dated 16-2-1984.

The period indicated in the 5th line of this Department's Order cited above according sanction for officiating appointment of Shri Oscar V. Lopes, Assistant Accounts Officer to the post of Accounts Officer shall be read as "26-4-1983 to 16-8-1983" instead of "26-4-1982 to 16-8-1983" as mentioned therein.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 7th March, 1984.

Local Administration and Welfare Department

Order

No. 4/45/82-LAWD

Shri T. Neogy, Jr. Town Planner, in the Town and Country Planning Department, presently on deputation as Member Secretary to Mormugao Planning and Development Authority, is promoted on ad-hoc basis as Associate Town Planner in the Town and Country Planning Department in the scale of Rs. 1100-1600/-.

Shri Neogy will continue to work in Mormugao Planning and Development Authority on proforma promotion as Member Secretary.

The above promotion is adhoc and will not bestow on the person any claim for regular appointment and the service rendered on ad-hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L. A. W. D.).

Panaji, 27th February, 1984.

Order

No. 4-45/82-LAWD

Shri A. U. Korgaonkar, Jr. Town Planner in the Town and Country Planning Department is promoted on ad-hoc basis to the post of Associate Town Planner in the pay scale of Rs. 1100-1600/-. He is posted in the Town and Country Planning Department, Panjim vice Shri Pandurangadu proceeded on foreign assignment.

The above promotion is adhoc and will not bestow on the person any claim for regular appointment and the service rendered on ad-hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L. A. W. D.).

Panaji, 27th February, 1984.

Order

No. 4/45/82-LAWD

Shri B. K. Sutaria, Jr. Town Planner in the Town and Country Planning Department is promoted on ad-hoc basis to the post of Associate Town Planner, Town and Country Planning Department in the pay scale of Rs. 1100-1600/- and posted in the branch office at Daman vice Shri S. Y. Sanganal transferred to Panjim.

Shri Sutaria should proceed to Daman and relieve Shri Sanganal.

The above promotion is adhoc and will not bestow on the person any claim for regular appointment and the service rendered on ad-hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L. A. W. D.).

Panaji, 27th February, 1984.

Office of the Registrar of Cooperative Societies

Order

No. 19-6-81/TS

Read: 1. This Office order No. 19/6/81/TS dated 22-1-83.

2. This Office Addendum of even No. dated 5-3-1983.

In partial modification to this office order cited above and in terms of the provisions of Sub-Section (1) of Section

78 of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, I, Jose Philip, Registrar of Coop. Societies, Goa, Daman and Diu, hereby extend the period of the Committee of Administrators of the Sambhaji Labour Contract Cooperative Society Ltd., Vasco-da-Gama, by a period of one year, with retrospective effect from 22-1-1984.

Sd/-

Jose Philip, Registrar of Coop. Societies.

Panaji, 10th February, 1984.

Office of the Asstt. Registrar of Cooperative Societies

Order

No. 10-17-77/ARCZ

Read: — 1. This office order No. 10-17-77/ARCZ dated 9th Sept. 1982 appointing Shri P. R. Shetye, Jr. Inspector Coop. Societies, Central Zone, Panaji as liquidator of Usgaon V. K. S. S. Society Ltd., Usgaon.

In partial modification of this office order referred to above, Shri R. A. Phadte, Sr. Inspector Coop. Societies, Central Zone, Panaji is hereby appointed as liquidator of Usgaon V.K.S.S. Society Ltd., Usgaon-Goa in place of Shri P. R. Shetye.

V. G. Patil, Asstt. Registrar of Coop. Societies, Central Zone.

Panaji, 18th February, 1984.

Revenue Department

Notification

No. 22/136/83-RD

Whereas by Government Notification No. 22/136/83-RD dated 21-11-83 published on page 425-426 of Series II, No. 37 of the Official Gazette dated 15-12-83 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) that the land specified in the schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose viz. construction of Distributory D1 in Xeldem and Cotombi Village, Quepem Taluka.

And whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Holding No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Quepem	Cotombi	81	1	H: Comunidade of Cotombi. T: Datta Keshau Prabhu Desai.	200.00
				2	H: Comunidade of Cotombi. T: Devu Narayan Prabhu Dessai.	175.00
				3 Part	H: Comunidade of Cotombi. T: Pedro Francisco Afonso.	80.00
				4	H: Comunidade of Cotombi. T: Ramnath Kusta Prabhu Dessai.	100.00
				6 part	H: Comunidade of Cotombi. T: Pedro Francisco Afonso.	40.00
				9 part	H: Comunidade of Cotombi. T: Devu Narayan Prabhu Dessai.	15.00
			80	43 part	H: Comunidade of Cotombi. T: Pedro Francisco Afonso. 2) Datta Keshau Prabhu Dessai. 3) Ramnath Kusta Prabhu Dessai.	40.00

Notification

In exercise of the powers vested in me under section 9(1) of the Maharashtra Coop. Societies Act 1960 as applied to the Union Territory of Goa, Daman and Diu, The Electric Employees Coop. Credit Society Ltd., Panaji-Goa is registered under Code Symbol No. ARCS/CZ/3(b)/11/Goa.

V. G. Patil, Asstt. Registrar of Coop. Societies, Central Zone.

Panaji, 4th February, 1984.

Notification

In exercise of the powers vested in me under Sub-section (1) of Section 9 of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman & Diu, the Kapila Sah. Dudh Utp. Vya. Sanstha Ltd., Curti-Ponda-Goa is registered under code symbol No. PRD(c)/17/AR(Dairy)/Goa.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies (Dairy).

Ponda, 15th February, 1984.

Certificate of Registration

The Kapila Sah Dudh Utp. Vya. Sanstha Ltd., Curti-Ponda-Goa has been registered on 15-2-1984 and it bears registration code symbol No. PRD-(c)-17/AR(Dairy)Goa and it is classified as producers society under Sub-classification No. 7(c) Agricultural Producers Society.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies (Dairy).

Ponda, 15th February, 1984.

made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days from the publication of notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Sanguem to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, Sanguem till the award is made under Section 11.

1	2	3	4	5	6	7
Quepem	Cotombi	80	58 part	H: Comunidade of Cotombi. T: Ramnath Kusta Prabhu Dessai. 2) Pedro Francisco Afonso.	125.00	
			64 part	H: Comunidade of Cotombi. T: Devu Narayan Prabhu Dessai.	60.00	
			65 part	H: Comunidade of Cotombi. T: Datta Keshau Prabhu Dessai.	40.00	
			37 part	H: Comunidade of Cotombi. T: 1) Devu Narayan Prabhu Dessai. 2) Datta Keshau Prabhu Dessai.	210.00	
			46 part	H: Comunidade of Cotombi. T: Datta Keshau Prabhu Dessai. T: Devu Narayan Prabhu Dessai. T: Ramnath Kusta Prabhu Dessai. T: Pedro Francisco Afonso.	175.00	
			45 part	H: Comunidade of Cotombi. T: 1) Datta Keshau Prabhu Dessai. 2) Devu Narayan Prabhu Dessai. 3) Ramnath Kusta Prabhu Dessai. 4) Pedro Francisco Afonso.	325.00	
			53 part	H: Comunidade of Cotombi. T: Datta Keshau Prabhu Dessai.	10.00	
			57 part	H: Comunidade of Cotombi. T: Ramnath Kusta Prabhu Dessai.	450.00	
			38 part	H: Comunidade of Cotombi. T: Datta Keshau Prabhu Dessai.	60.00	
			55 part	H: Comunidade of Cotombi. T: Pedro Francisco Afonso. 2) Datta Keshav Prabhu Dessai. 3) Devu Narayan Prabhu Dessai. 4) Ramnath Kusta Prabhu Dessai.	475.00	
			54 part	H: Comunidade of Cotombi. T: Devu Narayan Prabhu Dessai.	75.00	
			25 part	H: Comunidade of Cotombi. T: Costao Menezes.	2400.00	
		87 part	—	H: Chandresh Rege Alias Ramkrishna Sinai Rege. T: 1) Domingo Furtado. 2) Jose Menezes. 3) Joaquim Fernandes. 4) Casmir Fernandes. 5) Joaquim Menezes.	4125.00	
		85 part	—	H: Comunidade of Cotombi.	1525.00	
		86 part	—	H: Chandresh rege Alias Ramkrishna Sinai Rege.	1500.00	
		89 part	1 part	H: Uparo Kusta Prabhu Dessai. 2) Ramnath Kusta Prabhu Dessai. 3) Purshottam Kusta Prabhu Dessai. 4) Shivram Kusta Prabhu Dessai. T: Aleixo Menezes. 2) Mariano Menezes. 3) Jose Menezes. 4) Engimio Clemete.	250.00	
		89	2 part	H: 1) Upaso Kusta Prabhu Dessai. 2) Ramnath Kusta Prabhu Dessai. 3) Purshottam Kusta Prabhu Dessai. 4) Shivram Kusta Prabhu Dessai.	625.00	
		90 part	—	H: 1) Upaso Kusta Prabhu Dessai. 2) Ramnath Kusta Prabhu Dessai. 3) Purshottam Kusta Prabhu Dessai. 4) Shivram Kusta Prabhu Dessai. T: 1) Alexo Menezes. 2) Mariano Menezes. 3) Jose Menezes. 4) Engimio Clemete.	3100.00	
		92 part	—	H: 1) Yeshwant Alias Vasant Babu Prabhu Dessai. 2) Krishna Yeshu Prabhu Dessai. T: Rosario Menezes. 2) Jose Clemente. 3) Inacio Menezes. 4) Kustodio Menezes. 5) Matias Menezes. 6) Aleixo Menezes.	4075.00	

1	2	3	4	5	6	7
Quepem	Cotombi	75	2 part	H: Vicente Perreira. T: 1) Alex Clemente. 2) Philip Olivera. 3) Thomas Fernandes. 4) Domingo Fernandes. 5) Augustino Fernandes. 6) Jose Fernandes. 7) Engimio Clemente. 8) Piedade Mascarenhas.	4200.00	
		68	2 part	H: Ganesh Yessu Prabhu Dessai. H: Narayan Yessu Prabhu Dessai.	800.00	
		68	6 part	H: Reginaldo Carvalho. T: 1) Sebastiao Colaco. 2) Conceptin Colaco. 3) Joseph Carvalho. 4) Joao Olivera. 5) Pedro Olivera. 6) Piedade Olivera. 7) Francisco Afonso.	2050.00	
		74	2 part	H: Reginaldo Carvalho.	750.00	
			1 part	H: Vicente Perreira. T: Piedade Mascarenhas.	10.00	
		95	1 part	H: Shri Dev Mahadev Devalaya.	3975.00	
			2 part	H: Bracilio Carvalho. T: Jose Fernandes.	1850.00	
		96 part	—	H: Bracilio Carvalho. T: Jose Fernandes.	675.00	
		97 part	—	H: Bracilio Carvalho. T: Jose Fernandes.	1350.00	
		102	1 part	H: Krishna Vassu Prabhu Dessai. H: Yeshwant Alias Vasant Babu Prabhu Dessai.	80.00	
		102	74 part	H: 1) Krishna Vassu Prabhu Dessai. 2) Keshwant Alias Vasant Babu Prabhu Dessai. T: 1) Enginio Dias. 2) Inas Fernandes. 3) Joaquina Fernandes.	575.00	
		102	76 part	H: Krishna Vassu Prabhu Dessai. 2) Yeshwant Alias Vasant Babu Prabhu Dessai. T: Joao Fernandes.	2225.00	
		103 part	—	H: 1) Yessu Bhutto Prabhu Dessai. 2) Vithoba Rajandra Prabhu Dessai. 3) Bablo Sukdo Prabhu Dessai. 4) Devu Narayan Prabhu Dessai. 5) Bomo Babu Prabhu Dessai.	1975.00	
		109	1 part	H: Vasala Parvatkar. T: 1) Xavier Dias. 2) Nanda Yeshwant Dalvi.	1950.00	
			2 part	H: 1) Datta Kusta Prabhu Dessai. 2) Darmu Sadaśhiva Prabhu Dessai. 3) Venku Purshottam Prabhu Dessai.	50.00	
		109	4 part	H: Pedro Joao Afonso.	3475.00	
		110	1 part	H: 1) Yeshwant Alias Vasant Babu Prabhu Dessai. 2) Krishna Vassu Prabhu Dessai. T: 1) Datta Keshav Prabhu Dessai. 2) Pedro Fernandes. 3) Kashinath Vaikunt Prabhu Dessai.	1150.00	
		110	2 part	H: Yeshwant Alias Vasant Babu Prabhu Dessai. 2) Krishna Vassu Prabhu Dessai.	1875.00	
			3 part	H: 1) Vassala Punatkar. 2) Datta Kusta Prabhu Dessai. 3) Venku Purshottam Prabhu Dessai. 4) Dharmu Sadasiva Prabhu Dessai.	2325.00	
		111	1 part	H: 1) Berecado Pereira. 2) Yeshwant Alias Vasant Babu Prabhu Dessai. 3) Krishna Vasu Prabhu Dessai.	1125.00	
			2 part	H: 1) Berecado Pereira. 2) Yeshwant Alias Vasant Babu Prabhu Dessai. 3) Krishna Vasu Prabhu Dessai. T: 1) Datta Keshav Prabhu Dessai. 2) Pedro Fernandes. 3) Kashinath Venkatesh Prabhu Dessai.	1500.00	
Quepem	Xeldem	205	2 part	H: Vinayak Sheldekar.	300.00	
			164 part	H: Vinayak Sheldekar. T: Andru Gomes.	25.00	

1	2	3	4	5	6	7
00000	Quepem	Xeldem	205	169 part	H: Vinayak Sheldekar. T: Gabriel Gomes.	15.00
				173 part	H: Vinayak Sheldekar. T: Francisco Gomes.	30.00
				175 part	H: Vinayak Sheldekar. T: Francisco Gomes.	10.00
				177 part	H: Vinayak Sheldekar. T: Roque Gomes.	25.00
00000				178 part	H: Vinayak Sheldekar. T: Diago Costa.	10.00
00000				172	H: Vinayak Sheldekar. T: Francisco Gomes.	25.00
				176 part	H: Vinayak Sheldekar. T: Gabriel Gomes.	50.00
				171 part	H: Vinayak Sheldekar. T: Pedro Olivera.	35.00
				168	H: Vinayak Sheldekar. T: Pedro Gomes.	100.00
00000				167	H: Vinayak Sheldekar. T: Pedro Gomes.	100.00
00000				166 part	H: Vinayak Sheldekar. T: Diago Costa.	25.00
00000				161 part	H: Vinayak Sheldekar. T: Roque Gomes.	50.00
00000				163	H: Vinayak Sheldekar. T: Pedro Olivera.	50.00
00000				162	H: Vinayak Sheldekar. T: Andrew Olivera.	100.00
00000				154 part	H: Vinayak Sheldekar. T: Pedro Olivera.	50.00
00000				153 part	H: Vinayak Sheldekar. T: Gabriel Gomes.	25.00
00000				145 part	H: Vinayak Sheldekar. T: Francisco Gomes.	45.00
00000				144	H: Vinayak Sheldekar. T: Diago Costa.	75.00
				143	H: Vinayak Sheldekar. T: Gabriel Gomes.	75.00
00000				142 part	H: Vinayak Sheldekar. T: Roque Gomes.	100.00
				141	H: Vinayak Sheldekar. T: Andrew Gomes.	25.00
00000				140	H: Vinayak Sheldekar. T: Andrew Gomes.	25.00
				124 part	H: Vinayak Sheldekar. T: Pedro Olivera.	50.00
				151 part	H: Vinayak Sheldekar. T: Roque Gomes.	100.00
00000				121	H: Vinayak Sheldekar. T: Gabriel Gomes.	75.00
00000				120	H: Vinayak Sheldekar. T: Roque Gomes.	50.00
00000				122	H: Vinayak Sheldekar. T: Gabriel Gomes.	75.00
00000				123	H: Vinayak Sheldekar. T: Pedro Olivera.	50.00
00000				104	H: Vinayak Sheldekar. T: Roque Gomes.	100.00
				105	H: Vinayak Sheldekar. T: Pedro Correia.	50.00
				106 part	H: Vinayak Sheldekar. T: Roque Gomes.	25.00
00000				81	H: Vinayak Sheldekar. T: Andrew Gomes.	75.00
00000				80 part	H: Vinayak Sheldekar. T: Roque Gomes.	25.00
				82 part	H: Vinayak Sheldekar. T: Andrew Gomes.	10.00
00000				89 part	H: Vinayak Sheldekar. T: Pedro Olivera.	50.00
				83 part	H: Vinayak Sheldekar. T: Andrew Gomes.	50.00
00000				88	H: Vinayak Sheldekar. T: Diago Cista.	50.00
Total						56,425.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Sali, Under Secretary (Revenue).

Panaji, 10th February, 1984.

Notification

No. 22/150/83-RD

Whereas by Government Notification No. 22/150/83-RD dated 21-11-83 published on page 397-399 of Series II, No. 34 of the Official Gazette dated 29-11-83, it was notified under Section 4 of Land Acquisition Act, 1894 (hereinafter referred to as the said Act) that the land specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for public purpose viz. for Distributory D1 of Salaulim Irrigation Project for Kotombi, at Amona, in Quepem Taluka.

And whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are made applicable and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days

from the publication of notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Salaulim Irrigation Project, Sanguem-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, Sanguem till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Quepem	Amona	14	9	H: Cabido da Primical de Goa. T: 1) Shri Yeshwant Chandru Katekar. 2) Smt. Pacencia Gomes.	100.00
			— do —	10	H: Cabido da Primical de Goa. T: Shri Philip Fernandes.	75.00
			— do —	14	H: Cabido da Primical de Goa. T: Smt. Pacencia Gomes.	40.00
			— do —	15	H: Cabido da Primical de Goa. T: Shri Philip Fernandes.	136.00
			— do —	16	H: Cabido da Primical de Goa. T: Shri Yeshwant Chandru Katekar.	75.00
			— do —	20	H: Cabido da Primical de Goa. T: Shri Yeshwant Chandru Katekar.	75.00
			— do —	21	H: Cabido da Primical de Goa. T: Shri Philip Fernandes.	225.00
			— do —	22	H: Cabido da Primical de Goa. T: Smt. Pacencia Gomes.	250.00
			— do —	23	H: Cabido da Primical de Goa. T: Shri Yeshwant Chandru Katekar.	25.00
			— do —	24	H: Cabido da Primical de Goa. T: Shri Philip Fernandes.	2.00
			— do —	25	H: Cabido da Primical de Goa. T: Smt. Pacencia Gomes.	3.00
			— do —	26	H: Cabido da Primical de Goa. T: Shri Yeshwant Chandru Katekar.	2.00
			— do —	27	H: Cabido da Primical de Goa. T: Shri Philip Fernandes.	2.00
			— do —	28	H: Cabido da Primical de Goa. T: Shri Yeshwant Chandru Katekar.	35.00
			— do —	29	H: Shri Dev Chandreshwar Bhutnath. T: Shri Yeshwant Chandru Katekar.	50.00
			— do —	30	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Pacencia Gomes. 2) Shri Philip Fernandes.	50.00
			— do —	31	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Pacencia Gomes. 2) Shri Philip Fernandes.	40.00
			— do —	51	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Pacencia Gomes.	50.00
			— do —	52	H: Shri Dev Chandreshwar Bhutnath.	300.00
			— do —	61	H: Shri Dev Chandreshwar Bhutnath. T: Shri Philip Fernandes.	15.00
			15	1	H: Shri Dev Chandreshwar Bhutnath.	2600.00
			11	1	H: Shri Dev Chandreshwar Bhutnath.	11222.00
			35	1	H: Shri Dev Chandreshwar Bhutnath.	75.00
			— do —	5	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.	100.00
			— do —	6	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simo L. Furtado.	50.00
			— do —	7	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia J. Roch.	50.00
			— do —	8	H: Shri Dev Chandreshwar Bhutnath.	325.00

1	2	3	4	5	6	7
Quepem	Amona	35	136	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.		25.00
	— do —		138	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.		2.00
	— do —		148	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia J. Rocha.		125.00
	— do —		149	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.		200.00
	— do —		150	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia J. Rocha.		125.00
	— do —		151	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.		50.00
	— do —		155	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia C. Dourado.		65.00
	— do —		156	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Inacia J. Rocha.		10.00
	10		1	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		100.00
	— do —		7	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		75.00
	— do —		8	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		100.00
	— do —		9	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		75.00
	— do —		10	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		125.00
	— do —		32	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		125.00
	— do —		33	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade F. Fernandes.		150.00
	— do —		53	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		200.00
	— do —		56	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade F. Fernandes.		75.00
	— do —		57	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		210.00
	— do —		69	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		50.00
	— do —		70	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		180.00
	— do —		71	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		35.00
	— do —		72	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		4.00
	— do —		73	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade F. Fernandes.		110.00
	— do —		74	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		35.00
	— do —		121	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		75.00
	— do —		122	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		100.00
	— do —		123	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Fernandes.		175.00
	— do —		142	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		35.00
	— do —		143	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		40.00
	— do —		144	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		50.00
	— do —		146	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		115.00
	— do —		147	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		90.00
	— do —		166	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		200.00
	— do —		176	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		30.00
	— do —		177	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		55.00
	— do —		178	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		70.00
	— do —		179	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		23.00
	— do —		180	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		25.00

1	2	3	4	5	6	7
Quepem	Amona	10	181	H: Shri Dev Chandreshwar Bhutnath. T: Shri Shantaram V. Joshi.		225.00
		— do —	194	H: Shri Dev Chandreshwar Bhutnath. T: Shri Priagasao Diago Vaz.		125.00
		— do —	195	H: Shri Dev Chandreshwar Bhutnath. T: Shri Priagasao Diago Vaz.		240.00
		— do —	213	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		50.00
		— do —	214	H: Shri Dev Chandreshwar Bhutnath. T: Shri Simao L. Furtado.		75.00
		— do —	215	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		100.00
		— do —	217	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		20.00
		— do —	218	H: Shri Dev Chandreshwar Bhutnath. T: Shri Piedade P. Fernandes.		35.00
		— do —	219	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Rosalina Niclau Mascarenhas.		2.00
		9	29	H: Shri Dev Chandreshwar Bhutnath. T: Shri Caetano Fernandes.		260.00
		— do —	32	H: Shri Dev Chandreshwar Bhutnath. T: 1. Smt. Filomena Robert Fernandes. 2. Smt. Joanita Fernandes.		50.00
		— do —	33	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		1.00
		— do —	34	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Robert Fernandes. 2) Smt. Joanita Fernandes.		115.00
		— do —	35	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria Fernandes.		260.00
		— do —	36	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Robert Fernandes. 2) Smt. Joanita Fernandes.		25.00
		— do —	37	H: Shri Dev Chandreshwar Bhutnath. T: Shri Caitano Fernandes.		420.00
		— do —	39	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		25.00
		— do —	40	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		40.00
		— do —	41	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Remet Fernandes. 2) Smt. Joanita Fernandes.		50.00
		— do —	42	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		105.00
		— do —	43	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		300.00
		— do —	44	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		275.00
		— do —	45	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Filomena Remet Fernandes.		275.00
		— do —	46	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		190.00
		— do —	47	H: Shri Dev Chandreshwar Bhutnath. T: Shri Caetano Fernandes.		950.00
		— do —	53	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		25.00
		— do —	109	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		50.00
		— do —	111	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		10.00
		— do —	119	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Remet Fernandes. 2) Smt. Joanita Fernandes.		35.00
		— do —	120	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		10.00
		— do —	125	H: Shri Dev Chandreshwar Bhutnath. T: Shri Caetano Fernandes.		120.00
		— do —	126	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		95.00
		— do —	127	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		25.00
		— do —	131	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Maria A. Fernandes.		25.00
		— do —	132	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Remet Fernandes. 2) Smt. Joanita Fernandes.		60.00

1	2	3	4	5	6	7
Quepem	Amona	9	133	H: Shri Dev Chandreshwar Bhutnath. T: Smt. Radha Krishna Naik.		125.00
		— do —	134	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Filomena Remet Fernandes. 2) Smt. Joanita Fernandes.		210.00
		— do —	136	H: Shri Dev Chandreshwar Bhutnath. T: 1) Shri Caetano Fernandes. 2) Smt. Filomena Remet Fernandes. 3) Smt. Joanita Fernandes. 4) Smt. Maria A. Fernandes.		375.00
		8	1	H: Shri Dev Chandreshwar Bhutnath.		25.00
		36	1	H: Shri Dev Chandreshwar Bhutnath.		900.00
		6	1	H: Shri Dev Chandreshwar Bhutnath.		6620.00
		5	1	H: Shri Dev Chandreshwar Bhutnath. T: 1) Smt. Ana Quiter Fernandes. 2) Shri Rosario Rocha. 3) Smt. Philip Costa.		2135.00
		5	15	H: Shri Dev Chandreshwar Bhutnath. T: 1) Shri Francisco Rocha. 2) Shri Custodio Rocha. 3) Shri Roquezino Rocha. 4) Shri Antonio Inacio Rocha. 5) Shri Niclau Inacio Roacha. 6) Shri Ana Joaquina Fernandes.		3200.00
		4	1	H: Shri Dev Chandreshwar Bhutnath.		2025.00
		3	1	H: Shri Dev Chandreshwar Bhutnath.		600.00
		— do —	2	H: Shri Dev Chandreshwar Bhutnath. T: Shri Gopal Duclo Gaunkar.		1575.00
		— do —	146	H: Shri Dev Chandreshwar Bhutnath.		2275.00
		— do —	147	H: Shri Dev Chandreshwar Bhutnath. T: Shri Manuel Barretto.		1450.00
Total						45489.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Revenue).

Panaji, 21st February, 1984.

Notification

No. RD/LQN/391/79

Whereas by Government Notification No. RD/LQN/391/79 dated 13-7-82 published on page 215 & 216 of Series II, No. 17 of the Official Gazette, dated 24-7-82 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Approach road to New Borim Bridge on Ponda side.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5 A of the

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer P. W. D. -Cell, Altinho-Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, PWD-Cell, Altinho-Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Ponda	Borim	145	1 part	Chapel Property.	2195.00
					<i>Boundaries:</i>	
					North: S. No. 144.	
					South: S. No. 145/3.	
					East: S. No. 145/1.	
					West: S. No. 145/1.	
				3 part	Shri Keshav V. P. S. Saukar. Shri Umakant R. R. Saukar. Shri Santrit Rodrigues. Shri Gasper Radrigues. Shri Francisco Rodrigues. Shri Falkrishna S. S. Borker. Shri Ingerio Rodrigues. Shri Filomena Rodrigues.	166.00

1	2	3	4	5	6	7
					Boundaries:	
					North: S. No. 145/1.	
					South: Road.	
					East: S. No. 145/1.	
					West: S. No. 145/3 & Road.	
Ponda	Borim	144 (part)	—		Shri Krishna M. Borkar.	3612.00
					Shri Pandurang R. Borkar.	
					Shri Sada B. Naik.	
					Shri Shambu K. Naik.	
					Felicio F. Luis.	
					Boundaries:	
					North: Road.	
					South: S. No. 145/1 & Road.	
					East: S. No. 144 & Road.	
					West: S. No. 144 & Road.	
		210	16/part		Shri Krishna R. Naik Borkar.	406.00
					Shri Pandurang R. N. Borkar.	
					Shri Sada B. Naik.	
					Shri Shamba N. Naik.	
					Boundaries:	
					North: S. No. 210/16.	
					South: Road.	
					East: Road.	
					West: S. No. 210/16.	
		143	1/part		Shri Krishna M. Naik Borkar.	4058.00
					Shri Pandurang R. N. Borkar.	
					Shri Sada B. Naik.	
					Boundaries:	
					North: S. No. 143/1.	
					South: Road.	
					East: S. No. 143/1.	
		208	1/part		Shri Santrit Rodrigues.	80.00
					Boundaries:	
					North: Road.	
					South: S. No. 208/2.	
					East: Road.	
					West: S. No. 208/1 & 2 & Road.	
Total						10517.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.
M. S. Sail, Under Secretary (Revenue).
Panaji, 21st February, 1984.

Public Health Department

Order

No. 5/6/84-PHD

The appointment of Dr. Sameer M. Dabral to the post of Sr. Ophthalmic Surgeon under the Directorate of Health Services made vide Government Order No. 5/122/83-PHD, dated 3-1-1984 is hereby cancelled as Dr. Dabral has conveyed his inability to join the post immediately.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Health).
Panaji, 7th March, 1984.

Industries and Labour Department

Order

No. 28/41/83-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between

the employer of M/s. Goa Shipyard Limited, Vasco-da-Gama and their workman, Shri Cornelio Pereira, in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute').

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Goa Shipyard Limited, Vasco-da-Gama, in terminating the services of Shri Cornelio Pereira, Leading-Hand by way of dismissal w. e. f. 20-3-75 as per employer's order dated 12-2-83 legal and justified?

If not, to what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).
Panaji, 2nd March, 1984.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman & Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 21st February, 1984.

IN THE LABOUR COURT GOA, DAMAN & DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No.: LCC/30/75

1. Shri A. I. A. D'Souza

— Applicant

V/s.

1. M/s. Olympic Restaurant & Bar

— Opponent

Applicant represented by Adv. A. Aga

Opponent represented by Adv. H. R. Bharnhe

Panaji. Dated: 25-1-1984

AWARD

This is an application filed under Section 33C(2) of the I.D.A., 1947, in short the Act, by the above applicant against the above Opponent claiming from the latter the amount of Rs. 3,300/- as his wages.

2. It is applicant's case that he was working for the Opponent as Accountant from 1-4-1972 to 31-1-1974 on a consolidated salary of Rs. 150/- per month. He has not paid his wages for all this time amounting to Rs. 3,300/-, which amount of Rs. 3,300/- as his wages.

3. The Opponents, in its written statement, has raised preliminary objections regarding the maintainability of the application under Section 33C(2) of the Act and jurisdiction of this Court to entertain and try it.

On merits, it is alleged that one can hardly believe that had the applicant been working for the Opponent as a workman for 20 months he would have remained without salary for all this time and claim it only a year after the termination of his service! This, by itself, would show that the applicant's claim is malafide, baseless and vexatious.

The applicant was not in their employment at any time. The Bar and Restaurant in question was taken up by the Opponents from one Shri C. Martins. The applicant, who happened to be an acquaintance and former colleague of the present owner, volunteered to assist him in submitting quarterly sales tax returns. Such work was of few days at the end of the quarter and was done by the applicant at his own leisure. The applicant, at every such time, was compensated with free food and drinks in the same way as it was done by the previous owner Mr. Martins. There was no employer and workman or master and servant relationship between the Opponent and the Applicant.

4. In his rejoinder, the applicant contends that he was employed by the Opponent as Accountant at a consolidated salary of Rs. 150/- and, hence, he is a "Workman" within the meaning of the Act. He denies that he was ever offered free food and drinks. The payment of wages was insistently demanded by the applicant, but the Opponent went on giving assurance and delayed the payment on some pretext or the other. During this period, the applicant sought financial help from his friends and relations. The applicant was hesitating to have recourse to legal remedies because his job might come at stake and also because he would have to spend a lot to engage a lawyer. Hence, the delay in filing this application.

5. Following preliminary issues were framed by my Ld. Predecessor:

"1. Does the Applicant prove that he is a workman within the meaning of Section 2, sub-section (s), of the Industrial Disputes Act, 1947?

2. Does the Opponent prove that the Applicant is not a workman as per section 2, sub-section (2), of the Industrial Disputes Act, 1947?

3. Is the Application maintainable?

4. Does this Court have jurisdiction to entertain this application?"

6. On the above preliminary issues, both the parties led their evidence, which consists of their own statements and of some documents produced during the course of those statements. When I was carefully studying this file for the purpose of delivering this award, I noticed that the evidence led by the parties was not only on the preliminary issues but also on the merits of the case. I, therefore, called the parties to find out from them whether they wanted a decision on the merits or only on the preliminary issues. As both the parties stated that they did not have any further evidence to lead on merits and that the matter may be decided on merits after framing the necessary issue, I forthwith passed an order framing an issue on merits and fixing fresh arguments of the parties' representatives on the same. Arguments were heard and now the case is before me for a decision which will be on merits, in case the findings on the preliminary issues go against the applicant.

7. The applicant, in his statement before the Court has stated that he was working for the Opponent as Accountant from 1-4-1972 till 31-1-1974; that, on 1-4-1972, both the partners of the Opponents took him to their residence behind the Post Office and told him that he had to do the same work which he was doing for the previous owners, i.e. Shri Alvaro Machado and Shri Caetano Martins and they agreed to pay him in money; he accepted the offer, as he was doing this work of accountancy to the previous owner. The earlier owner was not paying him anything in cash but was giving him food, lodging and boarding i.e. tea and bread in the morning, lunch and dinner with a little hot drink. The present owner, however, was not giving him any food or shelter and if the applicant had to take any drink or food he had to pay for it in cash. He has produced 4 vouchers (Exh. A-1 to A-4) regarding drink and eatables which he took there and for which he had to pay. He used to go to the Opponents restaurant at about 8.00 a.m. and finish the work between 9.00 to 9.30 a.m.; he was told by the Opponent that he would talk to the previous owners and translate in terms of money what they were giving him in terms of food; but the previous owner had left for Gulf and there was no opportunity to fix his salary. The food he got from the previous owner in terms of money amounted to Rs. 7/- or Rs. 8/- per day. He had produced two letters (Exh A-5 and A-6) addressed by the Opponent to him to hand over the account books which were in his possession; he has also produced a copy of the trial balance sheet, Trading Profit and Loss Account which he gave to the Opponents regarding the period from 1-4-1972 to 31-3-1973 and another regarding the year 1972 and 1973 (Exh. A-7 and A-8). He has claimed Rs. 150/- per month for 21 months totalling Rs. 3,300/-. He was claiming wages from the Opponent but each time the Opponent had an excuse to give. When asked how he could pull on for such a long time without salary he replied that his sister who is at Margao financed his maintenance for the period he was without salary; he was also working elsewhere where he was getting Rs. 6/- per day besides meals. His services were terminated without anything in writing; he approached the opponent a number of times and even wrote to them about the payment of the arrears.

In his cross he has stated that he know the Opponent in Tanzania. After he came to Goa, he took a job in Fernandes and Filhos where his duty hours were from 10.00 a.m. to 5.30 p.m. and earning Rs. 180/- per month plus food in the afternoon. This was till 1974; thereafter, his conditions of service were changed; the salary was the same but he was provided with lodging and boarding. He did not take any other full time job anywhere; he worked for the previous owner for about a year and his timing was from 8.00 a.m. to 10.00 a.m.; he was doing all the work for them and they were providing him with food both the times; during this time, he was staying with Caetano Martins at his residence at Caranzalem, who used to provide him with drinks out of friendship; his name was suggested by Mr. Martins and Mr. Machado to the Opponents; the whole staff of the previous owners was taken over by the Opponent; the recommendation made to the Opponent by the previous owner was that the applicant would do the same type of work and on the same conditions; as far as the employees of the Opponent are concerned they were paid monthly, there was a muster roll for them and their salaries were paid through pay sheets; he

does not know whether they were issued appointment letters; the applicant was not issued any appointment letter and was not signing the muster roll; the returns of sales tax are to be submitted quarterly but they are to be prepared daily; there are separate returns to be submitted to the Excise Dept. each month; these returns are regarding stock of monthly sales; he denied the suggestion that M/s. P. Verlekar was the Auditor of the Opponent; from 1-4-1972 to 31-1-1974, for some days, he was staying at Caranzalem and there after in the house of one Mr. Pio Fernandes. During this period, Pio Fernandes gave him food in the afternoon; he was asking the Opponent about his money every alternate day and he always used to say that he would see about it; the Opponent was asking him to do all the work; he was guiding the Opponent in the accounts and also doing the work himself; he has denied the suggestion that he was only required to file the Sales Tax Returns every quarter and for this purpose, he was coming for a few days during each quarter; he has further denied that whatever work he has done he was compensated with food and drinks; he has further denied that he never submitted Income Tax Returns of the Opponent and that Exh A-7 and A-8 were never submitted to the Opponent; he has not denied that, sometimes, the customers threw their bills in the restaurant; his relations with the Opponent were not good after 31-1-1974; Before sending the Advocate notice dated 10-1-1975 to the Opponent, he had sent a letter to him but he does not remember the date.

8. The Opponent has stated that, since April 72, he took over the restaurant from the previous owner Mr. Machado and Mr. Martins; he also took over the staff of the restaurant, those who wanted to work for him; besides, he employed some more staff such as waiters and kitchen helpers; there is a man at the counter who has to see to the sales; purchases and the stock and prepare the bills of the customers; from 1-4-1972, he, his wife or one Mr. D'Souza, who is the Manager, used to sit at the counter; the staff is paid on monthly basis and a muster roll is maintained for them; for his restaurant he has to submit Income Tax Returns and Sales Tax Returns; his Income Tax Returns were submitted by his Chartered Accountants M/s. Prabhu Verlekar; they were submitted for the first time in 1974-75 covering the period from 1-4-1972; the Accounts Statement was prepared by one Mr. Natekar who has his office in Govinda Bldg.; Sales Tax Returns have to be submitted quarterly and the work involved for each quarter is 4 hours per day for 8 to 10 days; about a fortnight of taking over the restaurant Mr. Martins, the previous owner, told him that the applicant wanted to do his Sales Tax work and, in case the Opponent agreed, it would be of some help to the applicant; he further told him that the applicant was doing such work for them and that they used to compensate him with meals and drinks and on the same basis the opponent could also compensate the applicant, to which the Opponent agreed; the applicant used to assist him to submit the quarterly sales tax returns and, for this purpose, he was coming as and when suited him; he was coming only at the end of each quarter for about 8 to 10 days; there was no fixed timing for him; the applicant was compensated with food and drinks when he did this work and even when he did not do any work, he used to take food and drink free which was never refused to him; the applicant was working on full time basis with Fernandes e Filhos, Wine Merchants; the Opponent had no control over the applicant and the latter did the work of preparing the sales tax returns as and when it suited him; he did not do any other work; when once the applicant suggested him the preparation of his Income Tax Returns, the Opponent replied that he would prefer to get them done through some Chartered Accountant Firm; the applicant requested the Opponent to allow him to try to submit such returns; since the Opponent had doubts about the applicant's competence to do this work, he told him he could do it provided he showed the Opponent some initial work before he proceeded further; then the Opponent found that even his sales tax returns were not submitted in time and a couple of times the Opponent was fined for not submitting the returns in time; regarding Income Tax work, nothing was shown to the Opponent by the applicant; the applicant at this time became a nuisance in the restaurant as he started coming frequently and demanding drinks and food completely disproportionate to the work that he was doing; as a result of which the Opponent told him to stop the work completely and return all the books and bills which might be in his possession; he returned some of them and did not return the others; he never agreed to pay any amount in cash to the applicant; the name of the applicant was never entered in the muster roll, as he was not an employee of the Opponent; the applicant was asked to discontinue some-

time in January 1974; during this period, the applicant did not make any demands for payment as also he did not make any application.

In his cross, he has stated that he is a B. Com. and did not appoint anybody else to do the job of submitting the quarterly sales tax returns; he himself was doing the job assisted by the applicant; he has denied the suggestion that the applicant alone was handling the matter of tax returns and that the Opponent was not giving him any advice in this connection; he has denied the suggestion that the applicant used to come invariably from 8.00 a.m. to 9.00 a.m. and that sometimes he was detained by the Opponent beyond 9.00 a.m.; regarding the employees of the restaurant, they were monthly paid their salary plus food and accommodation; the applicant at that time was working for Fernandes e Filhos on full time basis; from 1974 the Opponent has appointed another person to do the job of Sales Tax and Income Tax returns and he is paid Rs. 110/- per month; he has denied the suggestion that the applicant was doing his Income Tax returns and stated that as the applicant was pestering him he told the applicant to prepare the trial balance on the basis of account books and to show it to him; accordingly, the applicant prepared a draft and showed it to the opponent; but it was not satisfactory at all and so the Opponent told the applicant to stop the work and not to proceed any further; to the suggestion that the applicant prepared the balance sheet for the year 1972, the Opponent replied that he never saw it; he has denied the suggestion that when the applicant was working for Fernandes e Filhos the Opponent approached him and requested him to work for the Opponents also; he has stated that Caetano Martins and Alvaro Machado approached the Opponent and requested him to help the applicant by allowing him to do some work similar to the one he was doing at Fernandes e Filhos; he has denied the suggestion that the applicant rejected the proposal of the Opponent to work for him and at that time the Opponent told him that he would pay him Rs. 150/- per month plus food and drinks whenever he attended; he has denied the suggestion that whenever the applicant asked his pay from the Opponent the latter used to tell him that he would give him a lumpsum which will be of some use to him.

9. This is all the evidence in this case.

I shall consider first the preliminary issue which goes to the root of jurisdiction of this court and centres around the fact as to whether the applicant is a 'Workman' within the meaning of Section 2(s) of the Act. Section 2(s) of the Act defines workman as meaning any person (including an apprentice) employed in an industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward whether the terms of employment be expressed or implied ... (The remaining portion of the definition is not relevant for our purpose).

10. From the statement of the applicant and of the Opponent as summarized above it can be considered as proved that the applicant undertook to do for the Opponent the same work of accountancy as he was doing for the previous owner Shri Alvaro Machado and Caetano Martins; that the previous owners were not paying him anything in cash but giving him only drinks and food; that when the applicant was working for the Opponent on part time basis, he was also working for M/s. Fernandes e Filhos on full time basis from 10.00 a.m. to 5.30 p.m.

11. I shall refer now to the main facts asserted by the applicant in his statement before the Court: He has stated that he accepted the proposal to work for the Opponents, as he was also doing the work of accounts to the previous owners; that the Opponent agreed to pay him in money; that the Opponent did not give him any eatable or drinks during the time the applicant was working for them and if the applicant had to take food and drinks from the Opponent's establishment he had to pay for it; he has produced 4 vouchers to prove such payment; he has further stated that the Opponent told him that he would talk to the previous owners and translate in terms of money what they were giving him in terms of food, but since the previous owner had left for Gulf there was no opportunity for the Opponent to fix his salary. According to the applicant what he got in food from the previous owner would be worth Rs. 7/- to Rs. 8/- per day in terms of money; that from 8.00 a.m. to 10.00 a.m. the applicant was doing all the work for the previous owner; the entire staff of the previous owner was taken over by the opponent; the employees of the Opponent were monthly paid; there was a muster where they were signing and their salaries were paid through pay

sheets; he does not know whether they were issued appointment letters, but the applicant was not issued any appointment letter, nor was he signing the muster roll. He has denied the suggestion that he was compensated with food and drinks for whatever work he was doing.

11. On his turn, the Opponent has mainly stated that, besides the staff of the previous owner, he has recruited more staff such as waiters, kitchen helpers, salesman at the counter, whose duty included issuing bills to customers. From 1-4-1972, the Opponent, his wife or the Manager Mr. D'Souza used to sit at the counter; the staff is paid on monthly basis and they sign the muster roll; he submitted the returns of Income Tax for the first time in 1974-75 covering the period from 1-4-1972 and such returns were prepared by his Chartered Accountant Mr. Prabhu Verlekar. Sales Tax Returns have to be submitted quarterly and the work involved for each quarter is 4 hours a day for about 8 to 10 days. About a fortnight after taking over the restaurant, Mr. Martins told him that the applicant could do his sales tax work as he was doing it to. Mr. Martins and, incase the Opponent agreed, he could be compensated in the same way as he, Martins, was compensating him with meals and drinks, to which the Opponent agreed, the applicant was coming at the end of each quarter for 8-10 days for the purpose of sales tax returns; there was no fixed timing for him; he came as and when it suited him and was compensated with food and drinks each time; the applicant did not do any other work and the Opponent had no control over him; the Opponent never agreed to pay him any amount in cash; the applicant never demanded any payment from the Opponent. The Opponent has denied the suggestion that the applicant rejected the Opponent's proposal to work for him and, at that time, the Opponent told him that he would pay him Rs. 150/- per month plus food and drinks whenever he attended; he has further denied the suggestion that whenever the applicant demanded his pay, the Opponent told him that he would pay him in a lumpsum, which would be of some use to him.

12. From the main facts of the statement of the applicant and of the Opponent as reproduced above it appears that the applicant was engaged by the Opponent for doing the work of sales tax returns only since he was doing such work for the previous owner; that this work the applicant was doing as per his convenience, coming to the establishment of the Opponent when it suited him; he was compensated with food and drinks whenever he came for such work in the same way as it was done by the previous owner; the Opponent had no control on the applicant's work.

These facts, coupled with the fact that the applicant was not issued any appointment letter, did not sign the muster roll, was not paid any money on monthly basis, through pay sheets, as it happened with other employees of the Opponent, would lead us to conclude that he cannot be considered as a 'Workman', as defined by Section 2(s) of the Act. His was not a contract of service but a contract for service for which he was compensated with food and drinks. Vouchers Exh. A-1, A-2, A-3 and A-4 produced by the applicant to prove the payment of food and drinks do not prove that they were issued to the applicant since the applicant has admitted that, sometimes, the customers threw in the restaurant itself the bills issued to them after they were paid.

13. It is to be noted that the applicant has given a contradictory version regarding his payment by the Opponent. Indeed, after saying in the beginning that the Opponents agreed to pay him in money after talking to the previous owner and translate into money whatever he was getting in food and drinks, which could not be done because the previous owners had left for Gulf, has finally suggested to the Opponent that the latter had agreed to pay him Rs. 150/- per month plus food and drinks, which suggestion was denied by the Opponent. Similarly, regarding demands made to the Opponent for the payment of his dues, the applicant has first stated that he was frequently demanding the said payment but the Opponent was delaying it under one pretext or the other and, finally, stated that

when he demanded the payment the Opponent told him that he would give him in lumpsum, which could be of some use to him! All this and the fact that the applicant worked without payment for the entire period of more than one year of his service and claimed his dues only after about a year from the termination of his services would go to show that no amount in cash was to be paid to him by the Opponent.

14. It has been held by the Supreme Court that the prima facie test for determining the relationship between the employer and the employee is the existence of the right in the master to 'Supervise' and 'Control', the work done by the servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work (Vide *Bharangadhar Chemicals Ltd. V/s. State of Saurashtra* 1957 I LLJ page 477). In the instant case, as we saw above, the Opponent had no supervision or control in the work of the applicant, who used to come and do his work as per his convenience, without entering his attendance on the muster roll or receiving any remuneration in cash for the work done.

15. Regarding other work alleged by the applicant as having done to the Opponent, namely Income Tax Returns, he has not proved that such work was done. The exhibit produced must be trials made by him to prepare such returns, but which did not satisfy the Opponent, as stated by the latter.

16. In the premises above, I pass the following order:

ORDER

I hold that the applicant is not a 'Workman' within the meaning of the Act, and hence there is no industrial dispute to be adjudicated upon by this Tribunal. This Court has no jurisdiction to entertain this application under Section 33C(2) of the Act. In the circumstances of the case, I leave each party to bear its own costs.

Dr. Renato de Noronha
Presiding Officer
Labour Court

Notification

No. 24/21/80-ILD

In exercise of the powers conferred by section 87 read with section 91 A of the Employees State Insurance Act, 1948 (Central Act 34 of 1948), the Lieutenant Governor of Goa, Daman and Diu hereby exempts M/s. Vagus River Side Plot Goa (a unit of V. M. Salgaonkar and Brothers Pvt. Ltd.) from the provisions of the said Act for a period of one year with effect from 16-5-1983 to 15-5-1984.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 1st March, 1984.

Notification

No. 24/21/80-ILD

In exercise of the powers conferred by section 87 read with section 91-A of the Employees' State Insurance Act, 1948 (Central Act 34 of 1948), the Lieutenant Governor of Goa, Daman and Diu hereby exempts M/s. Vague River Side Plot Goa (A unit of V. M. Salgaonkar & Brothers Pvt. Ltd.) from the provision of the said Act for a period of one year from 16-5-1982 to 15-5-1983.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 1st March, 1984.

Finance Department (Revenue and Control)

Notification

No. 5/28/83-Fin(R & C)

In exercise of the powers conferred by sub-section (1) of section 10A of the Goa, Daman and Diu Sales Tax Act, 1964 (4 of 1964), the Government of Goa, Daman and Diu having considered it necessary to do so in the public interest hereby exempts electrically driven two wheeler motor vehicles, from payment of the whole of sales tax and additional tax payable under the said Act within the Union Territory of Goa, Daman and Diu for a period of two years from the date of publication of this notification in the Official Gazette.

By order and in the name of the Administrator of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Finance Exp.).
Panaji, 6th March, 1984.

Law Department (Legal Advice)

Notification

No. LD/1/9/84-(D)

The Notification bearing F. No. 19011(2)/74-Pc. IV dated 5th September, 1983 issued by the Ministry of Works and Housing, New Delhi which is published on page No. 3689 in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 17th September, 1983, is hereby republished for the general information of the public.

B. S. Subbanna, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 6th March, 1984.

MINISTRY OF WORKS AND HOUSING

New Delhi, the 5th September, 1983

S.O. 3571—In exercise of the powers conferred by sub-section (1) of section 17 of Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby directs that the powers exercisable by it under section 6, 7, 8(b), 8(c), 8(d), 10 and 13 of the Act shall also be exercisable by Secretary/Additional Secretary/Special Secretary to the Government of India in the administrative Ministry/Department for whose use the property in question is requisitioned.

[F. No. 19011(2)/74-Pol. IV]

M. Srinivasan, Jt. Secy.

Law Department (Establishment)

Notifications by the High Court of Judicature,
Appellate Side, Bombay

No. A.1202(G)/84

I

The Honourables, the Chief Justice and Judges grant Dr. Eurico Santana Da Silva, District and Sessions Judge, South Goa, Margao, provisionally earned leave for 95 days

from 28 March, 1984 to 30 June, 1984 with permission to suffix 1 July, 1984, being Sunday, thereto.

On return from leave Dr. Eurico Santana Da Silva is reposted as District and Sessions Judge, South Goa, Margao.

II

Dr. Alvaro De Noronha Ferreira, District and Sessions Judge, Panaji, is kept in charge of the post of the District and Sessions Judge, South Goa, Margao, in addition to his own duties, during the above leave period of Dr. Da Silva.

High Court, Appellate Side,
Bombay, 27 February, 1984.

R. G. Sindhkar,
Additional Registrar
I/c. Registrar.

No. A. 1201/84(i)

The Honourables, the Chief Justice and Judges, make the following postings:—

Name and present posting	New posting
1. Dr. Alvaro De Noronha Ferreira, District and Sessions Judge, Panaji.	District and Sessions Judge, Margao vice Dr. Eurico Santana da Silva.
2. Dr. Eurico Santana da Silva, District and Sessions Judge, Margao.	District and Sessions Judge Panaji vice Dr. Alvaro De Noronha Ferreira.

High Court, Appellate Side,
Bombay, 5 March, 1984.

S M. Daud
Registrar.

District and Sessions Court

Order

No. DSC/MAR/GOL/1984/363

Shri M. D. Kamath, Civil Judge, Senior Division & J. M. First Class, Quepem is hereby granted Earned Leave for 31 days with effect from 1-3-1984 to 31-3-1984 with permission to prefix 29-2-1984 being holiday and to suffix 1-4-1984 and 2-4-1984 being Sunday and Holiday respectively.

Certified that but for leave he would have officiated as Civil Judge, Senior Division & J. M. First Class.

On expiry of leave granted he is likely to be reposted in the same post and at the same station from where he is proceeding on leave.

He is permitted to avail of L. T. C. for self and his family for the block years 1982-85 during the ensuing leave.

Shri M. D. Kamath is permitted to leave the headquarters during the above leave period.

Eurico Santana da Silva, District & Sessions Judge South Goa, Margao.

Margao, 22nd February, 1984.

Government Press

Notice

The subscribers to the Official Gazette are kindly reminded that their present subscription term ends on the 31st March, 1984, which is the close of the financial year.

In case they wish to continue to be subscribers for the ensuing financial year of 1984-85 they have to renew their subscription from 1st April, next.

Subscriptions can also be opened for half-year i.e. from 1st April, 1st July or 1st October or for any quarter, beginning on 1st April, 1st July, 1st October or 1st January.

Renewal of subscription from 1st April should be effected on or before 31st March, 1984, in order to avoid interruption in the dispatch of copies of the Gazette. It should be noted that, in case subscription is not opened/renewed before the commencement of the period to which it refers, the subscribers will be entitled to receive copies of the Gazette only from the date the subscription is actually opened/renewed.

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